

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE	:
NO. 5	:
—and—	:
CITY OF PHILADELPHIA	:
	Case No. 01-18-0001-1584
	Grievant: Joanne Carbonara

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia and **FRATERNAL ORDER OF POLICE, LODGE NO. 5** are parties to a collective bargaining agreement; and,

WHEREAS, Joanne Carbonara is employed by the City of Philadelphia as a Police Officer and a member of the bargaining unit represented by **FRATERNAL ORDER OF POLICE, LODGE NO. 5**;

WHEREAS, as the result of an arrest that occurred on February 12, 2018, the City of Philadelphia terminated Joanne Carbonara's employment under Section 1-§026-10 of the Disciplinary Code;

WHEREAS, the charges related to the arrest were adjudicated in her favor via a Not Guilty verdict rendered by a jury;

WHEREAS, Joanne Carbonara initiated a grievance, contending that the City of Philadelphia violated the collective bargaining agreement; and,

WHEREAS, the City of Philadelphia denies that it has, in any way, violated the collective bargaining agreement with **FRATERNAL ORDER OF POLICE, LODGE NO. 5**; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

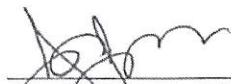
1. Joanne Carbonara's discharge will be rescinded, and, subject to her meeting the employment standards for Police Officers and for City of Philadelphia employees, including, but not limited to, fitness for duty as determined by the City's Medical Evaluation Unit, background checks, and City indebtedness verification she will be reinstated, as of the date of her suspension, and made whole, except;
 - a. Joanne Carbonara will not receive backpay for the time period between when the City forwards a finalized copy of this Agreement to the Fraternal Order of


Police's counsel and when the City receives from the FOP a fully-executed copy of the Agreement, if that time period exceeds fourteen days.


2. The Notice of Intent to Dismiss and Notice of Dismissal will be removed from Ms. Carbonara's personnel file.
- 3.
4. The City of Philadelphia will reinstate Ms. Carbonara's leave balances as they existed at the time of termination, less any amounts paid out to her as terminal leave.
5. In consideration of the foregoing, **FRATERNAL ORDER OF POLICE, LODGE NO. 5** and Joanne Carbonara agree to withdraw the grievance and demand for arbitration in this matter.
6. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.
7. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.
8. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.
9. In further consideration of the foregoing, **FRATERNAL ORDER OF POLICE, LODGE NO. 5** and Joanne Carbonara, and their agents, assigns, heirs, and representatives, releases the City of Philadelphia, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.
10. By entering into this Agreement and in exchange for the promises made herein, Joanne Carbonara, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless **FRATERNAL ORDER OF POLICE, LODGE NO. 5**, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from **FRATERNAL ORDER OF POLICE, LODGE NO. 5's** representation of Joanne Carbonara in connection with the Grievance described above.

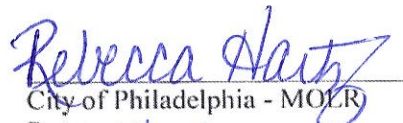
11. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

WHEREFORE, **FRATERNAL ORDER OF POLICE, LODGE NO. 5**, the City of Philadelphia, and Joanne Carbonara, intending to be legally bound by this Agreement, enter into this Agreement this ___ day of _____, 201_, as evidenced by their signatures or the signatures of their representatives below.


FRATERNAL ORDER OF POLICE,
LODGE NO. 5
Date: 4-18-19


Joanne Carbonara
Date: 4-18-19


City of Philadelphia - PPD
Date: 4-18-19


City of Philadelphia - MOLR
Date: 4/22/19